UnitedHealthcare®

September 27, 2018

Mary Kosinski, Executive Assistant for Regulatory Affairs
Arizona Department of Insurance
100 North 15th Avenue, Suite 102
Phoenix, Arizona 85007-2624
Via Email to public_comments@azinsurance.gov

Re: Notice of Proposed Rulemaking for Out-of-Network Dispute Resolution

Dear Mrs. Kosinski:

Thank you for the opportunity to comment on the proposed rules clarifying the out-of-network billing dispute resolution process. We have grouped our comments and questions by rule for your ease in reviewing our remarks.

R20-6-2401. Definitions.

- With respect to the definition of "Qualifying surprise out-of-network bill" A.A.C. R20-6-2401(12)(d), we would like to clarify the tolling period. For purposes of determining the length of the tolling period, how will the Department calculate the days, weeks, or months between the time when the enrollee receives the provider's bill and institutes either a health care appeal or litigation? In other words, does the Department consider that the yearlong dispute resolution deadline begins to run on the date the healthcare appeal or litigation concludes, regardless of the length of time that elapsed before the member filed the action?

R20-6-2402. Request for Arbitration.

- The language in (C)(1) and (2) and (D), "Evaluation of the Request for Arbitration by the Department," suggests that the Department's notification to enrollees, insurers, and providers will be by "mail." We believe that, given the tight deadlines set forth in (E), these notices should be sent electronically. We urge the Department to strike the words "mail" and "send" and replace them with "provide." "Provide" is a generic term and will not constrain the Department to either electronic or post office delivered mail.

- Along those lines, we urge the Department to configure its internal processes to accept a new/additional E-mail address from insurers. Insurers should have the option to use an E-mail that is separate and distinct from the address to which the Department currently sends consumer complaints about issues that do not necessarily involve non-surprise billing complaints. Doing so will allow insurers to efficiently and accurately route notices from the Department that either schedule the A.R.S. § 20-3114(B) Informal Settlement

Teleconference, or request additional information pursuant to A.R.S. §20-3115(C)(3) and R20-6-2402(D). This will aid insurers in complying with the 15-day deadline set forth in A.R.S. § 20-3115(C)(3)(a) and A.A.C. R20-6-2402(E). Allowing the use of a dedicated E-mail address will also satisfy the requirements of A.R.S. § 20-3115(A) that the Department "develop a simple, fair, efficient and cost-effective arbitration procedure for surprise out-of-network bill disputes."

R20-6-2403. Informal Settlement Teleconference.

- The proposed rules fail to address what arrangements and accommodations will be made for members who do not speak English. Which party will bear the cost of an interpreter? Can the definition of "Enrollee's authorized representative" in R20-6-2401(9) be expanded to cover this possibility?

- Would it be permissible for the parties to resolve the matter before the Informal Settlement Teleconference described in A.R.S. § 20-3114(B) and R20-6-2403?

- Will the Department give any consideration to input from the parties in scheduling the Informal Settlement Teleconference before it sends the notice described in R20-6-2403(B)?

- The language in (A), (B), and (E), "Deadline to arrange the Informal Settlement Teleconference," "Notice of Informal Settlement Teleconference," and "Consequence of non-participation in the Informal Settlement Teleconference" suggests that the Department's notification to enrollees, insurers, and providers will be by mail. As addressed above, we believe that the Department should give the parties the option to receive these notices electronically. We urge the Department to strike "mailing" and "send" and replace them with generic terms such as "the original notification" and "provide." Doing so helps ensure "a simple, fair, efficient and cost-effective arbitration procedure for surprise out-of-network bill disputes" within the meaning of A.R.S. § 20-3115(A).

- Will the Department provide a standardized form for the Notification to the Department after the Informal Settlement Teleconference required by R20-6-2403(F)(1)? If the Department declines to provide a standardized form, will an electronic mail message be permissible for the R20-6-2403(F)(1) notification?

- In the event of a successful Informal Settlement Teleconference or (if permissible) settlement prior to the Informal Settlement Teleconference, we advocate that the rule require a signed settlement agreement between the insurer and the provider. I have enclosed a copy of the settlement agreement we currently use for a similar program in Texas, in the event that the Department would like to base a form on it. In lieu of a required signed settlement agreement, we propose that the rule require that the notification of settlement required by R20-6-2403(F)(2) include language in that the provider shall not bill the enrollee.

R20-6-2404. Arbitrators.

- We would like the rule amended to provide that when the Department provides the three arbitrator candidates pursuant to R20-6-2404, the Department also provide information about the arbitrators' rates with their contact information.

There appears to be punctuation missing from the heading **R20-6-2405. Before the Arbitration.**

We appreciate the work that has gone into drafting these rules and look forward to working with the Department to ensure a smooth process for all the parties. Thank you for considering our comments.

Sincerely,

Shelby L. Cuevas
Director, Regulatory Affairs

SETTLEMENT AGREEMENT AND RELEASE

The parties to this Settlement Agreement and Release ("Agreement") are PROVIDER ("Provider"), and UnitedHealthcare Services Inc. ("United").

This Agreement applies to a dispute of claims for covered medical services provided to Member # ID on DATEOFSERVICE and that were rendered by Provider (the "Dispute").

The parties mutually agree that this Agreement is a compromise of Disputed Claims and that the terms and conditions of this Agreement are not to be construed as an admission of liability by any of the parties. UHC expressly denies liability. The parties enter into this Agreement only to avoid the expense and uncertainty of further dispute resolutions and to protect their respective interests. The parties acknowledge that this Agreement is entered into in good faith and for no collusive purpose.

In consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. In consideration of and expressly conditioned on the full performance of all obligations created by the provisions of this Agreement, Provider releases and forever fully and finally discharges UHC and their respective officers, directors, parents, agents, employees, and all subsidiaries, affiliates, customers and enrollees, and any other entity or anyone else who could make a claim by and through them, from any and all past, present and future claims, demands, actions, causes of action and liability whatsoever whether known or unknown, whether or not previously asserted, even though unknown or unsuspected, with respect to the transaction and occurrences which are the subject matter of this Dispute.

2. The Disputing parties agree that the terms and conditions of this Settlement Agreement and Release shall remain confidential. Disclosure shall be permitted only upon order of a court, governmental and/or administrative agency.

3. In consideration of and expressly conditioned upon this Agreement of the Dispute, UHC will pay Provider, PROVIDER, TIN # TIN, $AMOUNT.

4. This Agreement shall be governed by the laws of the State of Texas.

5. This Agreement contains all of the terms and conditions of, and expressly the complete and only understanding between the parties with respect to its subject matter. No change or modification to this Agreement shall be binding on any party unless it is in writing and executed by all parties.

6. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and in any event, the validity and enforceability of all other provisions of this Agreement shall not be affected.

7. It is understood that this Agreement shall not be subject to any claims of mistake of fact and that it expresses the full and complete settlement of all liabilities claimed and it is intended to avoid further claims and to be final and complete.

8. This Agreement accurately states and describes the terms agreed upon by the Parties, and as such, will be construed as if the Parties jointly prepared it, and any uncertainly or ambiguity shall not be construed against any one party.

9. Provider agrees it will seek no further reimbursement outside of the normal co-insurance/co-payment/deductible already applied to the claim from the Member # ID related to the Settlement Matter.

This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and all successors to and assigns of the Parties.

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PROVIDER

Date:_____

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On Behalf of UnitedHealthcare Services Inc. ("United")

Date:_____